

**INTERLOCAL COOPERATION ACT AGREEMENT
FOR MUTUAL AID BETWEEN
KITSAP COUNTY AND
THE SUQUAMISH TRIBE**

THIS AGREEMENT ("Agreement") is entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW), and the Tribal Police Officers Act, (Chapter 10.92 RCW), and under the Constitution of the Suquamish Tribe, between Kitsap County and the Suquamish Tribe ("Tribe") in order to provide mutual aid as provided herein.

WHEREAS law enforcement agencies, such as the Kitsap County Sheriff's Office and the Suquamish Tribal Police have the responsibility for protecting lives and property and keeping the peace; and

WHEREAS effective law enforcement depends upon the ability of responding officers to take emergency action to protect lives and property and to preserve the peace, without regard to jurisdictional limitations; and

WHEREAS the Tribal Police Officers Act, Laws 2008 c 224 (EHB 2476), (Chapter 10.92 RCW), provides a means to grant tribal police officers authority to act as general authority Washington peace officers and to act beyond the exterior boundaries of the Port Madison Indian Reservation; and

WHEREAS it is necessary and desirable that a cooperative agreement be executed for the purpose of effectuating efficient law enforcement within Kitsap County and the boundaries of the Port Madison Indian Reservation; and

WHEREAS it is not intended that the traditional law enforcement responsibilities of the signatory agencies be altered or that the agencies' existing authority be diminished, but rather that they be empowered to act in appropriate situations; and

WHEREAS it is intended that tribal police officers who have successfully fulfilled the requirements of RCW 43.101.157 and who are employed by a tribal authority which has provided sufficient proof of insurance to the Office of Financial Management for the State of Washington and in all other respects qualified to act under the Tribal Police Officers Act are eligible to act as general authority Washington peace officers.

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The Tribal Police Officers Act requires adequate vehicular and professional liability insurance, tribal police officer certification, and an interlocal agreement before a tribal police officer may be recognized and authorized to act as a general authority Washington police officer. This agreement is intended to recognize the further cooperation between the parties and support the Tribe's participation in local law enforcement efforts.
2. **RESPONSIBILITIES:**
 - a. **PEACE OFFICER AUTHORITY;** Upon approval by the State Office of Financial Management, a Suquamish Tribal Police Officer who is authorized under the Tribal Police Officers Act shall be recognized and authorized to act as a general authority Washington peace officer. All of the activity of that officer shall be in accord with the laws of the State of Washington and the United States of America.
 - b. **TRIBAL AUTHORITY:** This agreement shall not expand or diminish the authority or jurisdiction of any tribal court or other tribal authority.
 - c. **GEOGRAPHIC AUTHORITY:** The authority granted herein shall be coextensive with the exterior boundaries of the Port Madison Indian Reservation, except that a Suquamish Tribal

Police officer who is commissioned or granted authority under RCW 10.92.020 and this Agreement may be authorized to act as provided by RCW 10.93.070.

- d. **NO AGENCY OR EMPLOYEE STATUS:** The authority granted herein does not create an agency or employee status between any Suquamish Tribal Police officer and any state or local government, or between a Kitsap County Officer and the Suquamish Tribe.
- e. **SOVEREIGNTY RETAINED:** Nothing in this Agreement will affect the existing status and sovereignty of the Suquamish Tribe. Further, all immunities from liability and exemptions under state, federal, or tribal laws, ordinances and regulations which law enforcement officers have, in their own jurisdiction and in the jurisdiction for whom they are acting as law enforcement officers shall be effective in the jurisdiction in which they are giving assistance, unless otherwise prohibited by law.
- f. **PROMPT REPORTING:** Any Suquamish Tribal Police officer issuing any Notice of Infraction, issuing any criminal citation, making any arrest, or completing any incident report while acting in the capacity of a general authority Washington peace officer pursuant to this Agreement is responsible for filing any required notices and citations with the appropriate court or as directed by the Kitsap County Prosecuting Attorney. Each agency is responsible to maintain its own records.
- g. **COURT PROCESS:** Any notice of infraction or citation issued by a Suquamish Tribal Police officer while acting in the capacity of a general authority Washington peace officer pursuant to this Agreement must be to a Washington State court. Any citation or infraction issued by a Suquamish Tribal Police officer within the exterior boundaries of the Port Madison Reservation pursuant to Suquamish Tribal Police authority under Federal and/or Tribal law will be cited to Federal and/or Suquamish Tribal Court.
- h. **INVESTIGATIONS/WARRANTS AND ARREST:** Any investigation, warrant, or arrest undertaken under state law authority pursuant to this Agreement must be undertaken in accordance with applicable state or federal law.
- i. **REFERRAL TO PROSECUTING AUTHORITY:** Whenever any matter is going to be referred to the Kitsap County Prosecuting Attorney for consideration of filing criminal charges, the Tribe agrees to provide all necessary reports and/or complete all necessary paperwork as required by the Kitsap County Prosecuting Attorney.
- j. **NOTIFICATION TO PROSECUTING ATTORNEY:** In the event that any Suquamish Tribal Police officer who has been certified by the Washington State Criminal Justice Training Commission should become decertified, the Tribe agrees to notify the Kitsap County Sheriff and the Kitsap County Prosecuting Attorney immediately. In the event that any Suquamish Tribal Police officer becomes the subject of any sustained finding of misconduct involving truthfulness or of any other instance that might be considered as "Brady" material (*Brady v. Maryland*), The Tribe will immediately report the derogatory information to the Kitsap County Prosecuting Attorney.
- k. **JAIL BOOKINGS:** This agreement does not alter the existing arrangement for tribal officers booking tribal members into the jail. If the tribal officer is booking a non-native suspect pursuant to this Agreement, then the County will be responsible for the associated costs of the booking.
- l. **PRE-TRIAL INTERVIEWS and MOTIONS:** The Tribe agrees that its personnel shall be available to the Kitsap County Prosecutor at reasonable times and upon reasonable notice for any necessary pretrial interviews, depositions, or motions.
- m. **LIMITED NOTICE OF CONSENT:** This Agreement suffices as the County's limited

Notice of Consent under authority of RCW 10.93.070 subject to the Protocols as established in a separate document entitled "Protocols."

- n. **TERM OF AGREEMENT:** This agreement will be effective for a period of ten (10) years, and will be deemed by the County and the Tribe to have been renewed successfully for ten (10) additional years at the end of each term of renewal, unless a party has earlier terminated the Agreement as set forth in Paragraph 9.
- o. **MANNER OF FINANCING:** No transfer of funds is intended by this agreement. Each party is responsible for its own costs.
- p. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives are responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - Kitsap County's representative will be the Kitsap County Sheriff.
Kitsap County Sheriff
614 Division St
Port Orchard WA 98366
 - The Suquamish Tribe's representative is the Tribal Chief of Police:
Suquamish Chief of Police
P.O. Box 498
Suquamish, WA 98392
- q. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.
- r. **INDEMNIFICATION:** Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent the claims arise out of, or result from, the performance of this agreement by the indemnitor or its elected and appointed officials, officers, employees or agents. Each indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. Kitsap County waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.
- s. **INSURANCE:** The Tribe will maintain insurance and provide proof of such coverage as is required by RCW 10.92.020(2)(a).
- t. **TERMINATION:** Any party to this Agreement may terminate this Agreement upon thirty (30) days' notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the other party's last known address for the purposes of giving notice under this paragraph. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement by any party shall not affect or diminish authority exercised prior to delivery of the notice of termination. Termination of this Agreement does not relieve any party of its agreement to insure without interruption and to indemnify the other party as required herein for any liability or expense arising out of actions prior to the time termination becomes effective.

- u. **CHANGES, MODIFICATIONS, AMENDMENTS, AND WAIVERS:** No changes, modifications or amendments to this Agreement will be valid or binding upon the parties unless such changes, modifications or amendments are in writing and executed by the parties. Waiver of breach of any term or condition of this Agreement must be contained in a writing executed by the parties and shall not be considered a waiver of any prior or subsequent breach.
 - v. **SEVERABILITY:** In the event any term or condition of this Agreement or application of it to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity will not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.
 - w. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached including the Protocols. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
 - x. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Washington as to interpretation, validity and performance.
3. **LIMITED WAIVER OF SOVEREIGN IMMUNITY:** The Tribe expressly reserves all of its inherent sovereign rights as a sovereign Tribe, including its rights as a federally recognized Tribe to sovereign immunity from suit in any state, federal or tribal court without the Tribe's explicit consent. By entering into this Agreement, the Tribe hereby grants a limited waiver of sovereign immunity to Kitsap County only, subject to and conditioned on the following:
- a. This limited waiver of sovereign immunity may not and will not extend to or be used for or to the benefit of any other person or entity of any kind or description whatsoever, including any successor or assign of Kitsap County.
 - b. Nothing contained in this Agreement will be deemed a consent to levy of any judgment, lien or attachment upon any assets, property, or interest of the Tribe except as specifically described herein.
 - c. Nothing in this Agreement nor any activity of the Tribe will implicate or in any way involve the trust assets or credit of the Tribe or any of its members.
 - d. The Tribe hereby expressly waives sovereign immunity to suit only with respect to claims made relating to, or arising under, this Agreement by any party, to interpret or enforce the terms of this Agreement, or upon a claim of indemnification by Kitsap County to this Agreement under Section 2(q). The limit for any claim of indemnification will be the insurance limit required by this Agreement. The parties agree that in discharging this indemnification obligation, where the required insurance is procured, the County shall look only to the proceeds of the insurance procured by the Tribe herein.

The Tribe agrees to assign over to the County, at its request, any and all of its rights against the insurer to effectuate a payment due under its indemnification provision. Should the Tribe fail to procure and maintain the insurance required by this Agreement, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

All immunities enjoyed by County law enforcement officers under state or federal law shall inure to the benefit of Authorized Tribal Officers when exercising Washington peace officer authority pursuant to chapter 10.92 RCW and the terms of this Agreement.

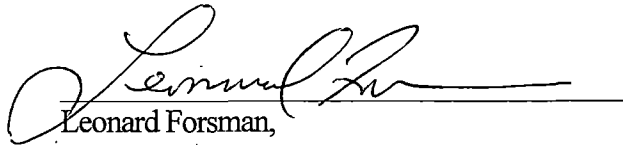
Nothing in this Agreement shall preclude the Parties, or their employees, agents, or representatives from seeking the applicable benefits and protections of the Federal Tort Claims Act. It is expressly agreed and understood that the indemnification provided for in this Agreement is for the benefit of the Tribe and County and their respective Authorized Tribal Officers and Commissioned Deputies individually only, and there is no intention by the parties to confer any other rights.

4. CONFLICT WITH PRIOR AGREEMENT: In the event of a conflict between the terms of this Agreement and the terms of any other agreement between the Suquamish Tribe and Kitsap County (as currently in effect or as extended), the terms of this Agreement shall control.

IN WITNESS WHEREOF, The Suquamish Tribe has executed this Agreement this 26th day of June, 2017.

APPROVED:

THE SUQUAMISH TRIBE



Leonard Forsman,
Chairman, Suquamish Tribe
PO Box 498
Suquamish, WA 98392

IN WITNESS WHEREOF, Kitsap County Sheriff's Office has executed this Agreement this 26th day of June, 2017.

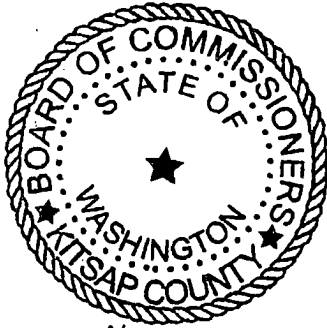
APPROVED:



Sheriff Gary Simpson
KITSAP COUNTY SHERIFF

Dated this 26th day of June, 2017.

**BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON**



ATTEST: *Mitchell J. Sumner*
Dana Daniels
Dana Daniels, Clerk of the Board

NOT PRESENT
CHARLOTTE GARRIDO, Chair
Robert Gelder
ROBERT GELDER, Commissioner
Edward E. Wolfe
EDWARD E. WOLFE, Commissioner